

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW HAMPSHIRE

In Re: DEBTOR(S): DEANNE, Robert)
DEANNE, Guydine)
)
)
)

Case No. 03-10844-JMD

Chapter 13

Hearing Date: May 26, 2004

FILED

2004 MAY -6 A 10: 36

CLERK OF THE
BANKRUPTCY COURT
DISTRICT OF NH.

MOTION FOR ORDER OF SALE AND NOTICE OF SALE
(Hearing Contingent Upon Objections Being Filed)

To The Honorable Judge of this Court:

NOW COMES, Robert DeAnne and Guydine DeAnne, Debtors, and moves for an order authorizing sale of the above styled and numbered estate's interest in the property described herein, and in support thereof would respectfully show that:

1. Debtor's have been entitled to the same process as a Trustee to sell property pursuant to §1303 of the Code.
2. The following is exempt property of the estate: Real Property on Route 10, Lempster, NH.
3. Such property is:
 - a) encumbered by a lien or security interest held by Cross Country Bank in the amount of approximately \$78,000.00 which Debtor's believes is properly perfected and nonvoidable;
 - b) unencumbered by any other lien, claim or security interest;
 - c) valued by the Debtor's at \$50,000.00 in excess of any lien, claim or encumbrance against the same.
4. The Debtor's proposes to sell the above-described property on the following terms: A copy of a purchase and sales agreement is annexed hereto and incorporated herein by reference. It provides, in pertinent part, that the gross sale price will be \$135,000, less an allowance for electrical improvements of \$2,500. Debtors will also have to pay, from the proceeds, a brokers' commission, and ordinary closing costs (transfer taxes, attorneys fees, etc). It is estimated that the net proceeds will be approximately \$45,000

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5. This sale will adversely affect no other creditors and will discharge a significant debt, and will have no adverse impact upon other creditors as the equity in the asset is exempt up to a value of \$200,000 which exceeds the net proceeds of the sale.
6. That Debtors' plan has been confirmed and plan payments are being made in a timely manner
7. You are hereby notified that unless a written objection to the above-described action and a written request for hearing is filed in the office of the clerk of the court, George A. Vannah, Clerk, United States Bankruptcy Court, Norris Cotton Federal Building, 275 Chestnut Street, Room 404, Manchester, New Hampshire 03101, prior to May 19, 2004 an order authorizing sale of the estate's interest in the property described herein on the terms hereof may be entered without a hearing.

WHEREFORE, Debtor's pray an order be entered authorizing the sale of the estate's interest in the above described property on the terms hereof free and clear of all liens, claims and encumbrances.

Date: April 26, 2004

Respectfully Submitted
Robert DeAnne
Guydine DeAnne
By and through their attorneys
Elliott, Jasper, Auten & Shklar, LLP



Michael C. Shklar, Esquire
35 Main Street
Newport, NH 03773
(603) 863-4105

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing was served by United States Mail, postage prepaid, on United States Trustee, all parties requesting notice, and on all creditors, all parties in interest in the above estate on April 26, 2004.



Michael C. Shklar, Esquire

SALES AGREEMENT and DEPOSIT RECEIPT

THIS AGREEMENT made this 13th day of April, 2004Between
The SELLER of 670 Rt 10 City Lempster County of Sullivan State NH Zip 03605
andThe BUYER of 4 Dero Road City Lempster County of Sullivan State NH Zip 03605WITNESSETH: That the SELLER agrees to sell and convey, and the BUYER agrees to buy certain real estate located in
City / Town of Lempster New Hampshire known as or described as
670 Rt 10 3 Bedroom 1 Bath Ranch on 8.8 acresCounty Sullivan Book 1202 Page 274 Date January 2000The SELLING PRICE is One Hundred Thirty Five Thousand Dollars \$ 135,000.00Deposit, receipt of which is hereby acknowledged, in the form of personal checkIs to be held in an escrow account by Century 21 Thackston & Company in the sum of \$ 1,000.00

Additional deposit will be paid on or before _____ in the sum of \$ _____

CASH, CERTIFIED CHECK or BANK DRAFT on date of transfer of title _____ in the sum of \$ 134,000.00DEED: Marketable title shall be conveyed by a warranty deed, and shall be free and clear of
all encumbrances except usual public utilities serving the property; any restrictive covenants of record to be acceptable to the buyer.TRANSFER OF TITLE: On or before May 28, 2004 at Attorney's office,
Registry of Deeds, Lending Institution, or some other place of mutual consent.POSSESSION: Free of all tenants, personal property, and encumbrances except as herein stated is to be given on transfer of title or
at closingAGENT: The undersigned SELLERS and BUYERS understand that Century 21 Thackston & Company Agency
represents the SELLER, and Era The Masiello Group Agency represents
Michael & Lisa Neel in this transaction.INSURANCE: The buildings on said premises shall, until full performance of this agreement, be kept insured against fire, with
extended coverage by the SELLER. In case of loss, all sums recoverable from said insurance shall be paid or assigned, on delivery of
deed, to the BUYER, unless the premises shall previously have been restored to their former condition by the SELLER; or, at the
option of the BUYER, this agreement may be rescinded and the deposit refunded if any such loss exceeds \$ 20,000.00TITLE: If, upon examination of title, it is found that the title is not marketable, the SELLER shall have a reasonable time, not to
exceed 30 days from the date of notification of defect (unless otherwise agreed to in writing), to remedy such defect. Should the
SELLER be unable to provide marketable title within said 30 days, the BUYER may rescind this agreement at the BUYER's sole
option, with full deposit being refunded to the BUYER and all parties being released from any further obligations hereunder. The
SELLER hereby agrees to make a good faith effort to correct the title defect within the 30 day period above prescribed once
notification of such defect is received. The cost of examination of the title shall be borne by the BUYER.TAXES, condo fees, special assessments, rents, water and sewage bills and fuel in storage shall be prorated as of transfer of title or
at closingSELLER (S) INITIALS per 1 godBUYER (S) INITIALS MAN 1 LON

PROPERTY INCLUDED: All fixtures Window Hardware in Family room and Living room Blinds in Bedroom.

In Compliance with the requirements of RSA 477:4-a, the following information is provided to the BUYER relative to Radon Gas and Lead Paint:

RADON GAS: Radon gas, the product of decay of radioactive materials in rock may be found in some areas of New Hampshire. This gas may pass into a structure through the ground or through water from a deep well. Testing can establish its presence and equipment is available to remove it from the air or water.

LEAD PAINT: Before 1978, paint containing lead may have been used in structures. The presence of flaking lead paint can present a serious health hazard, especially to young children and pregnant women. Tests are available to determine whether lead is present.

Disclosure Required ☒ YES ☐ NO

BUYER acknowledges receipt of Seller Property Information Report attached hereto and so signifies by initialing here MRN Lm

INSPECTIONS: The BUYER is encouraged to seek information from professionals normally engaged in the business regarding any specific issue of concern. The Agent makes no warranties or representations regarding the condition, permitted use or value of the SELLER's real or personal property. This contract is subject to the following inspections, with results being satisfactory to the BUYER:

TYPE OF INSPECTION:	YES	NO	RESULTS TO SELLER	TYPE OF INSPECTION:	YES	NO	RESULTS TO SELLER
a. General Building	<input checked="" type="checkbox"/>	<input type="checkbox"/>	within <u>14</u> Days	f. Lead Paint	<input type="checkbox"/>	<input type="checkbox"/>	within _____ Days
b. Sewage Disposal	<input type="checkbox"/>	<input type="checkbox"/>	within _____ Days	g. Pests	<input checked="" type="checkbox"/>	<input type="checkbox"/>	within <u>14</u> Days
c. Water Quality	<input checked="" type="checkbox"/>	<input type="checkbox"/>	within <u>14</u> Days	h. Hazardous Waste	<input type="checkbox"/>	<input type="checkbox"/>	within _____ Days
d. Radon Air Quality	<input type="checkbox"/>	<input type="checkbox"/>	within _____ Days	i. _____	<input type="checkbox"/>	<input type="checkbox"/>	within _____ Days
e. Radon Water Quality	<input type="checkbox"/>	<input type="checkbox"/>	within _____ Days	j. _____	<input type="checkbox"/>	<input type="checkbox"/>	within _____ Days

The use of days is intended to mean calendar days from the effective date of the contract. All inspections will be done by professionals normally engaged in the business, to be chosen and paid for by the BUYER. If the results of any inspection or other condition specified herein reveal significant defects which were not disclosed or previously known to the BUYER, the SELLER shall have the option of repairing the unsatisfactory conditions(s) prior to transfer of title if the BUYER and SELLER both agree, failing which the BUYER may terminate the contract and all deposits shall be returned to the BUYER. Notification in writing of intent to so repair should be delivered to the BUYER or BUYER's Agent within five (5) days of receipt by the SELLER of notification of unsatisfactory conditions(s). Should the SELLER elect not to repair such unsatisfactory conditions, the BUYER may declare the contract null and void by notifying the SELLER in writing within five (5) days of receipt of SELLER's election not to repair, and any earnest money shall be returned to the BUYER. If the BUYER does not notify the SELLER that an inspection is unsatisfactory within the time period set forth above, this contingency is waived by the BUYER. In the absence of inspection mentioned above, the BUYER is relying completely upon the BUYER's own opinion as to the condition of the property.

BUYER HEREBY ELECTS TO WAIVE THE RIGHT TO ALL INSPECTIONS AND SIGNIFIES BY INITIALING HERE _____

LIQUIDATED DAMAGES: If the BUYER shall default in the performance of their obligation under this agreement, the amount of the deposit may, at the option of the SELLER, become the property of the SELLER as reasonable liquidated damages. In the event of any dispute relative to the deposit monies held in escrow, the Escrow Agent may, in its sole discretion, pay said deposit monies into the Clerk of Court of proper jurisdiction in an Action of Interpleader, providing each party with notice thereof at the address recited herein, and thereupon the Escrow Agent shall be discharged from its obligations as recited therein, and each party to this Agreement shall thereafter hold the Escrow Agent harmless in such capacity. Both parties hereto agree that the Escrow Agent may deduct the cost of bringing such Interpleader action from the deposit monies held in escrow prior to the forwarding of same to the Clerk of such court.

SELLER (S) INITIALS MRN Lm

BUYER (S) INITIALS MRN Lm

SALES AGREEMENT and DEPOSIT RECEIPT - Page 3

PRIOR STATEMENTS: Any verbal representation, statements and agreements are not valid unless contained herein. This agreement completely expresses the obligations of the parties.

FINANCING: This agreement (☒ is) (☐ is not) contingent upon the BUYER obtaining financing under the following terms:

AMOUNT 134,000.00, TERM/YEARS 30 RATE current
 TYPE OF MORTGAGE Conventional

The BUYER agrees to act diligently and in good faith in obtaining such financing and shall, within 5 calendar days, after the SELLER's written acceptance, submit a complete and accurate application for mortgage financing to at least one financial institution currently providing such loans, requesting financing in the amount and on the terms provided in this agreement. If the BUYER does not make application within the specified number of days, or if the BUYER fails to provide written financing commitment or written evidence of inability to obtain financing acceptable to SELLER by April 30, 2004, TIME BEING OF THE ESSENCE, the financing contingency shall lapse, and SELLER shall have the option of declaring the BUYER in default. In the event written evidence of inability to obtain financing is provided by the above date, this agreement shall become null and void, and SELLER hereby authorizes escrow agent to return BUYER's deposit in full. The responsibility to provide SELLER with written evidence, as above, shall be solely the BUYER's.

EFFECTIVE DATE: This is a binding contract and the effective date is when signed and dated, whether by electronic transfer or original, and all changes initialed and dated, by the SELLER and the BUYER.

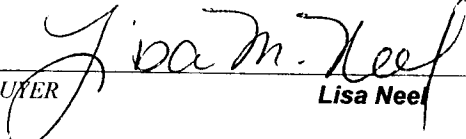
ADDITIONAL PROVISIONS:

Seller to pay 2,500.00 towards electrical update at closing.

A copy of this contract is to be received by all parties and, by signature, receipt of a copy is hereby acknowledged. This agreement shall be binding upon the heirs, executors, administrators and assigns of both parties.

IF NOT FULLY UNDERSTOOD, PARTIES ARE ADVISED TO CONTACT AN ATTORNEY.


 BUYER Michael Neel 4/13/04 525-55-6030
 DATE SOCIAL SECURITY #


 BUYER Lisa Neel 4/13/04 044-76-7403
 DATE SOCIAL SECURITY #

The SELLER accepts the offer and agrees to deliver the above-described property at the price and upon the terms and conditions set forth.


 SELLER Robert Deanne 4/17/2004 141-38-9247
 DATE SOCIAL SECURITY #


 SELLER Guydine Deanne 4-17-04 001-28-7233
 DATE SOCIAL SECURITY #

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UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW HAMPSHIRE

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In Re: DEANNE, Robert & Guydine

Debtor(s)

v.

2004 MAY -6 A 10: 36
BK No.: 03-10844-JMD
Chapter: 13
Hearing Date: May 26, 2004
CLERK OF COURT
BANKRUPTCY COURT
DISTRICT OF NH.

CERTIFICATE OF SERVICE

I, Michael C. Shklar, Esquire

of **Elliott, Jasper, Auten, Shklar, LLP, 35 Main St., Newport, NH 03773

certify: That I am, and at all times thereafter mentioned was, more than 18 years of age; that
on the 3rd day of May 2004, a copy of the notice of hearing and
motion were electronically served on the following parties:

The parties not served electronically were served by certified mail, pursuant to Local
Bankruptcy Rule 4001-1 (d), upon the debtor(s) Robert & Guydine DeAnne at **
PO Box 41, Lempster, NH 03605
the debtor(s) attorney _____ at **

and the Trustee Lawrence P. Sumski, Esquire at **
294 Route 101, Unit 7, Amherst, NH 03031

*****and all Parties attached hereto**

I certify under penalty of perjury that the foregoing is true and correct.

Executed on: 4/30/04 - 5/4/04

[Signature]
Signature

** State mailing address(es)

Office of the U. S. Bankruptcy Court
275 Chestnut Street
Manchester, NH 03101

Internal Revenue Service
Special Procedures Function
195 Commerce Way, Suite B
Portsmouth, NH, 03801

American Student Assistance
PO Box 9562
Boston, MA 02205-9562

Capital One
PO Box 26074
Richmond, VA 23260

Capital One
PO Box 8514
Richmond, VA 23276

Country Home Loans
c/o Houghey, Philips & Laurent, PA
816 N. Main St.
Laconia, NH 03246-2656

Valley Regional Hospital
243 Elm Street
Claremont, NH 03743

Robert & Guydine DeAnne
PO Box 41
Lempster, NH 03605